

**JOINT USE
COOPERATIVE AGREEMENT**

for Proposed Hesperia Branch Library

February 2003

Between the
County of San Bernardino and
The Hesperia Unified School District and
The City of Hesperia



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Joint Use

Between the

County of San Bernardino and

The Hesperia Unified School District and

The City of Hesperia

1. PARTIES

This agreement made and entered into this **12th day of February, 2003**, by and between the **County of San Bernardino ("COUNTY")**, and the **Hesperia Unified School District, ("DISTRICT")**, and the **City of Hesperia, ("CITY")**.

2. RECITALS

WHEREAS, the COUNTY and the CITY have determined a need for a new and larger library within the CITY of Hesperia; and

WHEREAS, the COUNTY, DISTRICT, and CITY have developed the following goals for the new Hesperia Branch Library; and

Provide equal access to information and resources in the Hesperia Branch Library utilizing the most current technology within the library or from remote locations

Provide resources and services to children and young adults necessary to enable them to augment their educational needs

Provide resources and services to library patrons of all ages that enable them to enhance their personal, recreational, and life-long learning opportunities

Provide the opportunity for adults and families to participate in literacy services and programs to improve their literacy and computer skills.

WHEREAS, the CITY agrees to apply for State construction funds under the California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, to build a library facility on land owned by the CITY at 9650 7th Avenue; and

WHEREAS, the COUNTY agrees to provide library service for the facility located at 9650 7th Avenue; and



WHEREAS, the DISTRICT operates 12 elementary schools, 2 middle schools, 2 comprehensive high schools, 1 continuation high school and 1 alternative education center within the library service area; and

WHEREAS, the DISTRICT recognizes the value of participation in the proposed joint use services; and

WHEREAS, the DISTRICT agrees that it will utilize the public library joint use services located at 9650 7th Avenue; and

WHEREAS, the COUNTY and the CITY and the DISTRICT, now seek to establish the roles and the responsibilities and the rights of the parties concerning the joint use; and

WHEREAS, in developing this Joint Use Agreement to address the community library service needs the CITY, COUNTY, and DISTRICT held several public meetings, provided separate surveys for students, school personnel, library users and nonusers and commissioned a telephone survey that reached over 400 Hesperia households. Because of the financial constraints of all parties it was agreed that augmenting Hesperia library services would be best accomplished through a joint venture amongst the CITY, COUNTY, and DISTRICT wherein the public would see significant improvements in library service within the City which would be directly correlated with the outcome of the Library Needs Assessment and community outreach efforts.

WHEREAS, as a result of reviewing eligible joint use cooperative services, all parties agree and support, based upon the community library service needs identified in the Library Needs Assessment and Library Plan of Service, and the resources and technology available from all parties to this Agreement, the collective joint use library services presented and outlined in Sections 5, 6, 7, and 8 with each party's responsibilities distinctively outlined.

WHEREAS, this agreement will only be effective if funding is received from The California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000, to build the new facility located at 9650 7th Avenue.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

3. DEFINITIONS

3.1 Facility. The CITY owned building, parking lots and service road located at 9650 7th Avenue, Hesperia, California 92345.

3.2 Library Service. The resources, services and programs as provided by the COUNTY including the joint use library services delegated for public and DISTRICT use.

3.3 Joint Use Library Services. The specific resources, services and programs that the DISTRICT agrees to utilize for the benefit of the DISTRICT'S students.

3.4 Contract Administration. The contract administrators shall be the San Bernardino COUNTY Librarian, the Superintendent of the Hesperia Unified School DISTRICT, and the Hesperia CITY Manager.

3.5 Term. The term of this Agreement shall be for twenty (20) years, commencing on the opening day of the new library facility.

3.6 Field Act Applicability. This project will not be subject to the Field Act as the facility is located on CITY property and not on school grounds or property owned or leased by the DISTRICT. The facility will be used by the DISTRICT for ancillary or supplemental curricular programming, resources or services and not for required educational purposes. The DISTRICT use of the facility is restricted to twenty- four (24) or less K-12 students at one time.

3.7 Joint Advisory Panel. To be mindful of changing community library needs, the COUNTY, DISTRICT, and CITY will appoint one person to a Joint Advisory Panel for the purpose of evaluating the Library Plan of Service, Collections, Programs, Services, operations and procedures, and any other library administrative functions that are of joint concern. This Panel will meet quarterly at the new Library.

4. OBLIGATORY PROVISIONS

4.1 Education Code Section 19999. The COUNTY and the CITY acknowledge Section 19999 of the Education Code as incorporated herein:

(a) A facility, or the part thereof, acquired, constructed, or remodeled, or rehabilitated with grants received pursuant to this chapter shall be dedicated to public library direct service use for a period of not less than 40 years following completion of the project.

(b) The interest of the state in land or a facility, or both, pursuant to the funding of a project under this chapter, as described in subdivision (a), may be transferred by the State Librarian from the land or facility, or both, for which that funding was granted to a replacement site and facility acquired or constructed for the purpose of providing public library direct service.

(c) If the facility, or any part thereof, acquired, constructed, remodeled, or rehabilitated with grants received pursuant to this chapter ceases to be used for public library direct service prior to the expiration of the period specified in subdivision (a), the board is entitled to recover, from the grant recipient (the CITY) or the recipient's successor in the maintenance of the facility, an amount that bears the same ratio to the value of the facility, or the appropriate part thereof, at the time it ceased to be used for public library direct service as the amount of the grant bore to the cost of the facility or the appropriate part thereof. For purposes of this subdivision, the value of the facility, or the appropriate part thereof, is determined by the mutual agreement of the board and the grant recipient or successor, or through an action brought for that purpose in the superior court.



(d) Notwithstanding subdivision (f) of Section 16724 [Deering's] of the Government Code, any money recovered pursuant to subdivision (c) shall be deposited in the fund, and shall be available for the purpose of awarding grants for other projects.

4.2 Section 20440 (e) (3) (G). The COUNTY and the CITY acknowledge Section 20440 (e)(3)(G) of the Title 5 regulation.

(G) A commitment that the facility shall be dedicated to public library direct service use for a period of 40 years following completion of the project, regardless of any operating agreements the applicant may have with other jurisdictions or parties.

5. COUNTY Responsibilities

5.1 The COUNTY will cooperate with the DISTRICT to provide joint use library services, as general curriculum support programs and resources, to the participating K–12 public school students, teachers, parents and caregivers. The COUNTY will also make joint use library services available to the general public. The COUNTY library will operate the following joint use services:

Goal

Provide equal access to information and resources in the Hesperia Branch Library utilizing the most current technology within the library or from remote locations.

Program

- Shared Electronic and Telecommunications Services. The COUNTY will provide remote electronic access to the library catalog and database subscriptions as well as web resources linked to the library homepage at www.sbcounty.gov/library. This program shall connect students, families, and library users with technology based programs and resources that ultimately promote technological literacy. Students and teachers alike, in the Hesperia Library Needs Assessment indicated that computers and requisite computer programs were needed to manipulate and process data.

Specific Actions



Provide access to electronic databases including, but not limited to:

- What Do I Read Next?
- Novelist
- 24/7 Ask A Librarian
- Tutor.com
- Gale Biography Resource Center



- Gale General Reference
- Gale History Resource Center for US and Modern World
- Gale Custom Newspapers
- NetLibrary
- Learn-A-Test
- Online Book Club
- Jobstar
- JobBank
- Occupational Outlook Handbook
- O'Net and California Occupational Guides.

Links for web resources for children are provided with an emphasis on the State's curriculum plan.

Population Served

- K–12 public school students
- Teachers
- Parents & Caregivers
- General Public

Need Addressed

The Shared Electronic and Telecommunication Service Program directly addresses the Need identified in Hesperia's Community Needs Assessment. Specifically, 80.3% of the respondents (statistically correct sampling of City) indicated that computer resources such as databases, indexes, and CD-ROMs were "Very Important."

Goal

Provide resources and services to children and young adults necessary to enable them to augment their educational needs.

Program

- Computer Center. Equip, staff, and support a computer center within the new Hesperia Branch Library.

Specific Actions



In direct response to the Hesperia Community Library Needs Assessment which incorporated focus group meetings and community surveys, the COUNTY will operate and manage the Computer Center that incorporates the following features:

- Twenty (20) personal computers (PCs) with filtered Internet access



- Selected databases and software programs to assist with student learning activities for grades 6-12 and the general public
- DISTRICT furnished twenty (20) PCs valued at \$16,000
- DISTRICT furnished CD-ROM based encyclopedia software valued at \$4,000
- COUNTY maintained computers and filtered Internet access, selected databases and software programs
- COUNTY staffing (Joint Use Specialist, Literacy Specialist, and Young Adult Specialist) for providing computer literacy classes covering introductory to advanced level skill instruction.
- DISTRICT staffing to provide computer class instruction for students, ages 16 to adult, two days a week
- COUNTY Library staffing (Joint Use Specialist, Young Adult Specialist), to provide instruction an additional one day per week for students after school, as well as classes for the general public
- DISTRICT (Class Instructor) will offer an Internet/E-mail class for senior citizens, to be held four times a year, for two hours a day over a four week time period.

Population Served

- K–12 public school students
- Senior Citizens
- Parents & Caregivers
- General Public

Need Addressed

The proposed Computer Center Program resulted from the Community Library Needs Assessment (Telephone Survey) that ranked a Computer Learning Center as the most important component (92% of respondents indicated importance of a Computer Center in the new facility) of a new library. School Officials, Chamber of Commerce, Library Stakeholders, and Student Focus Groups all ranked a Computer Center as a necessary component of the proposed new library.

Goal

Provide resources and services to library patrons of all ages that enable them to enhance their personal, recreational, and life-long learning opportunities.

Program

- Learning and Career Resources. Equip, staff, and provide a variety of resources and services to provide direction for life-long learning and personal growth for students, teachers, parents, caregivers and adult learners. The collections, databases and services will focus on the needs identified in the Library Community Needs Assessment and included in the COUNTY Library Plan of Service for the Hesperia Branch. Learning and Career Resources will be located adjacent to the Library's Computer Center and Community Room. COUNTY staff, (Joint Use Specialist, Young Adult Specialist, Children's Librarian), and COUNTY trained volunteers will provide assistance during public service hours.

Specific Actions



Provide Homework Resources

- Databases
- Reference collections of relevant print materials to assist student with school assignments
- DISTRICT will provide one set of DISTRICT textbooks for reference and not available for check-out
- County Library staff (Joint Use Specialist, Young Adult Specialist, Children's Librarian,) and volunteers will provide the day-to-day assistance to help students develop techniques for obtaining information and completing school assignments.



Resource Training

- COUNTY Library staff, (Joint Use Specialist, Young Adult Specialist), will provide quarterly workshops that focus on information in print and electronic resources available at the library to assist students, teachers, parents, caregivers and the general public.



Career Resources and Services – will provide a broad range of topics pertinent to career choices and career development.

- COUNTY Library will provide printed materials, electronic resources and the daily staffing and assistance.
- DISTRICT (Program Assistant) will provide career assessments, career reference books, career videos, and GED preparation books.
- DISTRICT staff (Program Assistant) will provide workshops twice a month for 1 ½ hours on topics such as, Goal Setting, Career Training, How to Find



the Perfect Job, How to Prepare a Resume, How to Find Public Assistance, Interviewing Techniques, and How to Dress for Success.

Population Served

- Students (K-12)
- Teachers
- Parents & Caregivers
- Adult Learners
- General Public

Need Addressed

The need for Learning and Career Resources was first articulated in the Library Master Plan prepared by Providence Associates in 2001. As they evaluated the operations and services of the Hesperia Branch Library they noted the need for Learning and Career Resources because Hesperia had no college campuses that could fill this void. Providence noted the importance of developing self-directed life-long learning opportunities in their study.

The community need was further underscored by students, teachers, Library Stakeholders, and Chamber of Commerce Focus Group meetings. The Hesperia Library Survey (2002) also showed a preponderance of support for Learning and Career Resources.

Finally, students and teachers weighed in on the importance of a college/career function for those that were contemplating their future paths.

Goal

Provide the opportunity for adults and families to participate in literacy services and programs to improve their literacy and computer skills.

Program

- Study and Community Rooms – Library Building Program. Equip, staff, and support study and community rooms within the new Hesperia Branch Library.

Specific Actions



Program space in Library for “Quiet” Study Room

- Construct and make available a quiet study room for public use by individuals or small groups during

COUNTY Library public service hours and for parent-teacher conferences or other DISTRICT sponsored activities during hours (see SECTION 5.2) COUNTY Library staff are scheduled in the facility. The Study Room will provide necessary resources and services to augment the educational needs of the library constituents.



Community Room

- Equipped to support multimedia presentations.
- In addition to COUNTY Library and community activities, the Community Room will be available for use by the DISTRICT for such activities as:
 - teacher in-service training
 - student-teacher library orientation
 - multi-class presentations and parent-teacher meetings/programs
- DISTRICT will also offer a series of parenting workshops with flexible times offered to working parents. The workshops will be designed as four week courses to be held three hours a week on such subjects as:
 - Parenting the Adolescent
 - Parent/Child Communication
 - Drugs, Alcohol and Children
 - Helping Your Child with Homework
 - How to Help your Child Develop Self-Esteem

Population Served

- Students (K-12)
- Teachers
- Parents & Caregivers
- Adult Learners
- General Public

Need Addressed

It was a unanimous finding of all the focus groups and the Library Stakeholders Committee that there was an urgent unmet need for study and meeting rooms in a library environment. The Community Library Needs Assessment reported that students sought solace for places to study quietly while parents and adult learners yearned for community rooms for special programs, workshops, or other learning activities. Local community groups relayed their need for meeting rooms and 86.7% of those surveyed (Hesperia Library Survey, 2002) noted the community meeting rooms were desperately needed and thought they should be integrated in the proposed library.



5.2 Hours of Service. The Library will be open for the public and for students as authorized by the COUNTY Board of Supervisors.

Monday – Tuesday	10:00 a.m. – 8:00 p.m.
Wednesday – Friday	10:00 a.m. – 6:00 p.m.
Saturday	9:00 a.m. – 5:00 p.m.

COUNTY will provide staffing for joint use services that are scheduled during the COUNTY Library's regular hours of public service. CITY and/or DISTRICT will provide staff support and facility oversight and management for those activities that they administer outside the Library's regular hours of public service.

5.3 Staffing. The level of staffing will be consistent with levels provided at similar sized libraries in the COUNTY system. The Hesperia Branch Library staffing will consist of the following classifications:

Job Classification	Positions
Branch Manager	1
Children's Librarian	1
Reference Librarian	1
Young Adult Specialist	1
Joint Use Specialist	1
Literacy Specialist	1
Library Assistants	2
Library Pages (Part-time)	8 (4FTE)
Volunteers	Variable (by need and availability)

5.4 Volunteers. Volunteers will be recruited, screened, trained and supervised through the COUNTY's Library Volunteer Program. Volunteers will assist with services and programs under the guidance of the COUNTY Hesperia Branch Library staff and DISTRICT staff. The DISTRICT will encourage students and parents to serve as volunteers for peer assistance and adult oversight for the joint use K–12 program and resource applications.

5.5 Ownership. The COUNTY will provide the library materials collection and, after the first year of operation, additional furniture and equipment as needed. Ownership of the furnishings, equipment, and library materials will remain with the COUNTY.

5.6 Funding. The COUNTY will provide funds for the operation and maintenance of library services including staffing, furnishings, equipment, materials, databases, automated circulation and bibliographic system, supplies, programs and delivery service. The funding source for COUNTY Library is a dedicated property tax.



6. DISTRICT Responsibilities

6.1 Joint Use Library Services. The DISTRICT agrees to utilize the joint library services as provided at the San Bernardino COUNTY Hesperia Branch Library and as described in this agreement under COUNTY responsibilities, section 5.1.

6.2 Hours of Service. The DISTRICT agrees to distribute information to students, teachers, parents and administrators regarding the service hours available for joint use services. Hours of service are described in this agreement under COUNTY responsibilities, section 5.2.

6.3 Staffing. The DISTRICT will provide supplemental staffing for the joint use services as follows:

- Computer Center – DISTRICT staff will provide computer class instruction two days a week for students, ages sixteen to adult. DISTRICT staff will provide Internet/E-mail class instruction for senior citizens four times a year, for two hours, over a four-week period of time.
 - DISTRICT will provide (Class Instructor) to support Computer Center classes.
 - DISTRICT will provide class instruction as described above during the normal hours of Library operation described in Section 5.2.
- Learning and Career Resources – DISTRICT staff will provide career related workshops two times a month for 1½ hours each during the normal Library operating hours described in Section 5.2. Workshops will be held in the Hesperia Branch Library's Community Room that is adjacent to Learning and Career Resources and the Computer Center. DISTRICT staff (Program Assistant) will provide parenting workshops designed as a four-week course to be held three hours a week. Workshops will be held in the Hesperia Branch Library's Community Room.
 - DISTRICT will provide (Program Assistant) to support Learning and Career Resource classes and curriculum.
 - DISTRICT will hold parenting workshop on Saturdays, between 9AM and 12PM.

6.4 Volunteers. The DISTRICT agrees to use volunteers as approved by the DISTRICT School Board for the joint use services and as described in this agreement under COUNTY responsibilities, section 5.4.

6.5 Ownership. The DISTRICT agrees to provide the following:

Homework Resources	One Set of DISTRICT Textbooks	\$3,000
Computer Center	Twenty(20)Personal Computers,	\$16,000
	CD-ROM Encyclopedia Software	\$4,000
Learning and Career Resources	Career Reference Books,	\$300
	Videos, and GED Prep materials	\$200



Ownership of the specified equipment, materials, or furnishings will remain with the DISTRICT.

6.6 Funding. The DISTRICT agrees to provide funding for supplemental staffing for joint use services as specified in section 6.3. The DISTRICT agrees to provide funding for items specified in section 6.5.

7. CITY Responsibilities

7.1 Facility. The CITY will provide a library facility located at 9650 7th Avenue that will include a Computer Center, a meeting room and at least one study room.

7.2 Ownership. The CITY will provide the facility, the site including parking and access road(s). The CITY will retain all ownership rights and privileges of facility, site, improvements, appurtenances, and any other furnishings provided as part of this agreement.

7.3 Responsibility for facility. The CITY agrees to operate, maintain and manage the facility and the site.

7.4 Use. On occasion, the CITY may utilize the Community Room and Computer Center for various community functions. The CITY will provide the necessary personnel (Facility Manager) to oversee the Library's security during those hours of the day and week that are not listed in Section 5.2.

7.5 Funding. The CITY will provide funding, through various sources, to allow for the construction, operation, management, and maintenance of the facility as defined in Section 7 of this agreement. CITY will work with DISTRICT and COUNTY to identify grant funding opportunities that could enhance programs and services for K-12 students and other library patrons.

8. JOINT RESPONSIBILITIES

8.1 Hold Harmless and Insurance

8.1.1 Mutual Indemnification.

8.1.1.1 EACH PARTY to this agreement agrees to indemnify, defend and hold harmless EACH OTHER PARTY to this agreement, and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its EACH PARTY's respective performance under this agreement. The insurance provisions in paragraph 8.1.2, INSURANCE, shall not be interpreted in a manner that limits the indemnification obligation.

8.1.1.2 EACH PARTY agrees to indemnify and hold harmless EACH OTHER PARTY, its officers, agents, volunteers from any and all claims, actions or losses, damages, and/or liability resulting from EACH OTHER PARTY's negligent acts or omissions which arise from EACH PARTY's performance of its obligations under this Agreement.

8.1.1.3 In the event the ANY PARTY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective



obligations under this Agreement, then that PARTY shall indemnify the other PARTIES to the extent of it's comparative fault.

8.1.1.4 Furthermore, if any PARTY attempts to seek recovery from any other PARTY for Workers Compensation benefits paid to an employee, that PARTY agrees that any alleged negligence of the employee shall not be construed against the employer of that employee.

8.1.2 Insurance:

EACH PARTY is a public entity and is self-insured. Without in any way affecting the indemnity herein provided and in addition thereto, EACH PARTY shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

8.1.2.1 Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) limits, covering all persons providing services on behalf of EACH PARTY and all risks to such persons under this agreement.

8.1.2.2 Comprehensive General and Automobile Liability Insurance: This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than One Million and 00/100 Dollars (\$1,000,000.00).

8.1.3 Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming EACH OTHER PARTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of this agreement.

8.1.4 Waiver of Subrogation Rights: EACH PARTY shall require the carriers of the above required overages to waive all rights of subrogation against the EACH OTHER PARTY, its officers, employees, agents, volunteers, contractors and subcontractors.

8.1.5 Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by EACH PARTY.

8.1.6 Proof of Coverage: EACH PARTY shall immediately furnish certificates of insurance to EACH OTHER PARTY, evidencing the insurance coverage, including endorsements, above required prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the EACH OTHER PARTY, and EACH PARTY shall maintain such insurance from the time of commencement of performance hereunder until the completion of such performance. Within sixty (60) days of the commencement of this agreement, the EACH PARTY shall furnish certified copies of the policies and all endorsements to EACH OTHER PARTY.

8.1.7 Insurance Review: The above insurance requirements are subject to periodic review by EACH PARTY. EACH PARTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of EACH PARTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or



coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against EACH PARTY, inflation, or any other item reasonably related to the EACH PARTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. EACH PARTY agrees to execute any such amendment within thirty (30) days of receipt.

8.2 Contract Compliance. The CITY and the DISTRICT agree to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Manager of the COUNTY of San Bernardino at (909) 387-2165. The COUNTY agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 15-01, and any other applicable federal, state and county laws, Regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

8.3 Recycled Paper Products. The CITY and the DISTRICT agree to use recycled paper for proposals and for any printed or photocopied material created as a result of this contract, and to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

8.4 Notices. Whenever notice is required, it shall be given in writing and delivered personally, or delivered by certified mail, return receipt requested, to the other party at the address below, or at such other address as may be designated in writing by either party:

COUNTY: County Librarian
San Bernardino County Library
104 West 4th Street
San Bernardino, CA 92415

DISTRICT: Superintendent
Hesperia Unified School District
9144 Third Avenue
Hesperia, CA 92345

CITY: City Manager
City of Hesperia
15776 Main Street
Hesperia, CA 92345



8.5 Review and Modification. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between parties and supersedes all prior negotiations, discussions and preliminary understanding. This agreement will be reviewed annually by representatives of COUNTY, DISTRICT, and CITY and may be amended to provide a service that meets a greater need of residents and students than the services and programs described herein, given that the service still meets the intent of this agreement and the Library Bond Act and Title 5 Regulations. Any such amendment will be made by written agreement by the COUNTY, the DISTRICT, and the CITY and must be signed/approved by authorized representatives of the COUNTY, the DISTRICT, and the CITY.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the date set forth below their respective signatures.

COUNTY OF SAN BERNARDINO

HESPERIA UNIFIED SCHOOL DISTRICT

Chairman, Board of Supervisors
Dennis Hansberger

President, Board of Education
Jack Hamilton

Dated _____

Dated _____

THE CITY OF HESPERIA

City Manager
Robb Quincey

Dated _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title _____

Address _____

Clerk of the Board of Supervisors of the
COUNTY of San Bernardino

By _____
Deputy

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

COUNTY Counsel

Agency Administrator/CAO

Date

Date

Date

